

A-2 PROVISIONS FOR GOVERNMENT CONTRACTS

1. ORDER OF PRECEDENCE

In the event of an inconsistency in this order, unless otherwise provided, the inconsistency shall be resolved by giving precedence in the following order:

- A. Terms and conditions incorporated in the first and succeeding pages of Buyer's order, as amended.
- B. Terms and conditions incorporated and referenced herein (A-2 Provisions for Government Contracts).
- C. Supplemental Provisions for Government Contracts (D-2 Provisions for Defense Contracts or N-2 Provisions for NASA Contracts)
- D. Standard ILC Dover Purchase Order terms and conditions (available at www.ilcdover.com under the "Terms and Conditions" link).
- E. Statement of Work

2. FAR CLAUSES

Goods or services provided in fulfillment of this order are chargeable to a contract issued by an agency of the U.S. Government. The Federal Acquisition Regulation (FAR) clauses cited below, in effect as of the date of the accompanying Purchase Order, are incorporated by reference with the same force and effect as if provided in full text.

As used in the FAR clauses cited below or as otherwise incorporated herein, clauses are subject to the following alterations:

- A. "Contractor" shall mean Seller
- B. "Contract" or "Schedule" shall mean Buyer's Purchase Order
- C. "Government", "Department", "Secretary", "Contracting Officer", "Controller General" and any other term of similar import shall mean Buyer.

Any other change required for Buyer to have with respect to Seller the same rights that the Government would have with respect to Buyer under any of the cited FAR clauses should they appear in a Government contract with Buyer shall also be deemed to have been made.

3. AMENDMENTS REQUIRED BY PRIME CONTRACT

Seller agrees that upon the request of ILC Dover it will negotiate in good faith amendments to this contract to incorporate additional provisions or changes to existing provisions as deemed necessary by ILC Dover to fulfill the requirements of the Government prime contract. If amendment to this contract causes an increase or decrease in cost or schedule, Seller may seek an equitable adjustment pursuant to the “changes” clause associated with this contract.

The following FAR clauses apply to this Purchase Order:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.202-1	Definitions
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Posters
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
52.204-2	Security Requirements
52.204-7	System for Award Management
52.204-8	Annual Representations and Certifications
52.204-9	Personal Identity Verification of Contractor Personnel
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-21	Safeguarding of Covered Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software and Services Developed or Provided by Kopersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-5	Certification Regarding Responsibility Matters
52.211-5	Material Requirements
52.211-14	Notice of Priority Rating for Natural Defense, Emergency Preparedness, and Energy Program Use

Released

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Products and Commercial Services
52.216-7	Allowable Cost and Payment
52.219-8	Utilization of Small Business Concerns
52.219-28	Post-Award Small Business Program Rerepresentation
52.222-1	Notice to Government of Labor Disputes
52.222-2	Payment for Overtime Premiums
52.222-26	Equal Opportunity
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Act of 1965
52.222-50	Combatting Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.222-55	Minimum Wages for Contractor Workers Under Executive Order 14026
52.222-62	Paid Sick Leave Under Executive Order 13706
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-3	Privacy Training
52.225-1	Buy American – Supplies
52.225-5	Trade Agreements
52.225-8	Duty Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan - Certification
52.227-10	Filing of Patent Applications – Classified Subject Matter
52.227-11	Patent Rights – Ownership by the Contractor

Released

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.227-13	Patent Rights – Ownership by the Government
52.227-14	Rights in Data - General
52.227-19	Commercial Computer Software License
52.227-23	Rights to Proposal Data (Technical)
52.232-7	Payments Under Time and Materials and Labor Hour Contracts
52.232-11	Extras
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-39	Unenforceability of Unauthorized Obligations
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.237-2	Protection of Government Buildings, Equipment and Vegetation
52.242-15	Stop-Work Order
52.242-17	Government Delay of Work
52.243-1	Changes – Fixed-Price
52.243-2	Changes – Cost-Reimbursement
52.243-3	Changes – Time-and-Material or Labor-Hours
52.243-6	Change Order Accounting
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed-Price
52.246-3	Inspection of Supplies – Cost Reimbursement

Released

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.246-4	Inspection of Services - Fixed Price
52.246-5	Inspection of Services – Cost Reimbursement
52.246-6	Inspection – Time-and-Materials and Labor-Hours
52.246-7	Inspection of Research and Development – Fixed-Price
52.246-11	Higher-Level Contract Quality Requirement
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability – Services
52.246-26	Reporting Nonconforming Items
52.247-1	Commercial Bill of Lading Notations
52.247-30	F.O.B. Origin, Contractor’s Facility
52.247-34	F.O.B. Destination
52.247-63	Preference for US-Flag Air Carriers
52.247-64	Preference for Privately Owned US-Flag Commercial Vehicles
52-249-2	Termination for Convenience of the Government (Fixed-Price)
52.249-6	Termination (Cost-Reimbursement)
52.249-8	Default (Fixed-Price Supply and Service)
52.249-9	Default (Fixed-Price Research and Development)

The following FAR clause applies to this Purchase Order if its value equals or exceeds \$15,000:

52.222-36	Equal Opportunity for Workers With Disabilities
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Released

The following FAR clause applies to this Purchase Order if its value equals or exceeds \$35,000:

52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
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The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$150,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.215-14	Integrity of Unit Prices
52.215-22	Limitation on Pass-Through Charges-Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.222-4	Contract Work Hours and Safety Standards-Overtime Compensation
52.222-35	Equal Opportunity for Veterans
52.222-37	Employment Reports on Veterans
52.248-1	Value Engineering

The following FAR clause applies to this Purchase Order if its value equals or exceeds \$250,000:

52.203-6	Restrictions on Subcontractors Sales to Government
52.203-7	Anti-Kickback Procedures
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
52.215-2	Audit and Records - Negotiation

Released

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$700,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.219-9	Small Business Subcontracting Plan

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$750,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications
52.215-12	Contractor Certified Cost or Pricing Data
52.215-13	Contractor Certified Cost or Pricing Data - Modifications
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.219-16	Liquidated Damages – Subcontracting Plan
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices

The following FAR clauses apply to this Purchase Order if its value equals or exceeds \$2,000,000:

<u>FAR REFERENCE</u>	<u>FAR TITLE</u>
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications
52.230-5	Cost Accounting Standards-Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.215-19	Notification of Ownership Changes

4. **INDEMNITY FOR COST OR PRICING DEFECTS**

This subcontract includes all clauses required by Public Laws 87-653 and 91-379 and the regulations implementing such laws, including respectively:

(A) 52.215-10 Price reduction for defective cost or pricing data; 52.215-2 Audit and records-Negotiation; 52.215-12 Subcontractor Cost or Pricing Data; and (B) clauses relating to Cost Accounting Standards. Supplier shall comply with the requirements placed on subcontractors under such clauses, if such requirements are or become applicable hereto and further, shall indemnify and hold ILC Dover harmless from and against any loss or damage under ILC Dover's contracts with its customers as a result of a determination by a contracting officer, pursuant to the foregoing requirements that with respect to (A) above, Supplier's charges to ILC Dover were overstated or excessive; and/or with respect to (B) above, that Supplier has not complied with an applicable Cost Accounting Standard, rule adjustment demanded by the United States thereunder.

5. **ANTI-KICKBACK STATUTES**

Seller is reminded that certain Federal statutes (including but not limited to P.L. 86-695, pertaining to kickbacks) may apply to subcontracts under Federal Prime Contracts, without being incorporated into such subcontracts.

Seller's attention is called to FAR clause number 52.203-7 referenced in Section 2 herein.

6. **NATIONAL LABOR RELATIONS ACT – EMPLOYEE NOTICE CLAUSE**

Executive Order 13496 requires Federal contractors and subcontractors to post a lengthy new notice informing their employees of their rights under the National Labor Relations Act ("NLRA") and to include a condition in any subcontract or purchase order entered into in connection with a covered government contract requiring the subcontractor to comply with the notice obligation.

The notice posting requirements are to be included in all federal contracts and all subcontracts and purchase orders that exceed \$10,000.

Refer to 29 CFR Part 471, Appendix A to Subpart A, for specific details.